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oral agreement. *Held*, that it is void within the Statute of Frauds. *Reeve v. Jennings*, [1910] 2 K. B. 522.

A contract of employment which in terms binds neither party definitely for more than one year need not be in writing, though the expectation be that it will extend over a longer period. *Carnig v. Carr*, 167 Mass. 544. Moreover, the weight of authority probably is that a contract is not within the statute, if it is intended that one of the parties complete his performance within a year. *Donellan v. Read*, 3 B. & Ad. 899; *Curtis v. Sage*, 35 Ill. 22; *Sauser v. Kearney*, 126 N. W. 322 (Ia.). There is considerable authority against this view, however, and on principle it is difficult to understand how an "agreement" may be "performed," within the language of the statute, by fulfilment on one side only. *Pierce v. Paine*, 28 Vt. 34; *Marcy v. Marcy*, 9 Allen (Mass.) 8. But in the principal case the three-year prohibition precludes performance by the defendant within one year, and justifies the inference that the parties expected that the plaintiff should employ him for a longer period. This intention and expectation of the parties is entitled to weight. *Roberts v. Tucker*, 3 Exch. 632; *White v. Fitts*, 102 Me. 240. Thus the case does not come within the exception stated, and the decision shows a wholesome disinclination to subject the statute to further encroachment by judicial interpretation.

STATUTE OF FRAUDS — CONTRACTS NOT TO BE PERFORMED WITHIN A YEAR — WHETHER PROVISION APPLIES TO CONTRACTS FOR SALE OF GOODS. — The plaintiff and defendant entered into an oral contract for the sale of goods, not to be performed within a year. There was a part performance sufficient to take the case out of section 4 of the Sale of Goods Act, formerly section 17 of the Statute of Frauds. *Held*, that section 4 of the Statute of Frauds, relating to contracts not to be performed within a year, is applicable to contracts for the sale of goods. *Prested Miners Gas Indicating Electric Lamp Co. v. Garner*, [1910] 2 K. B. 776.

This point is definitely decided for the first time. In a few American cases it has been held that section 4 of the Statute of Frauds applies to contracts for the sale of goods, but it does not appear that the contention of the plaintiff in the principal case was made. *Saunders v. Kastebine's Ex'r*, 45 Ky. 17; *Atwood's Adm'r v. Fox*, 30 Mo. 499. This view seems consistent with the general principles of statutory construction, which require that a statute be considered as a whole, and full effect given to every word not repugnant to the rest of the act. *United States v. Bassett*, Fed. Cas. No. 14,539. If general words are used, they are to be interpreted according to their logical and grammatical meaning. *Beckford v. Wade*, 17 Ves. Jr. 87; *Jones v. Jones*, 18 Me. 308.

SUBROGATION — STRANGER PAYING OFF MORTGAGE UNDER MISTAKE OF FACT SUBROGATED TO RIGHTS OF MORTGAGEE. — At A's request, and on A's promise to give him a new mortgage, B paid off an incumbrance. B supposed A owned the land, but in fact it was owned by A's wife. She knew nothing of the transaction, and refused to give B the new mortgage. *Held*, that a stranger who pays off a mortgage under a mistake of fact, even though not at the request of the mortgagor, may be subrogated to the rights of the mortgagee. *Buller v. Rice*, 103 L. T. Rep. 95 (Eng., Ch. D., May 25, 1910).

In certain cases where a stranger has satisfied the obligation of a debtor, equity, to prevent unjust enrichment, will revive the obligation and enforce it for his benefit. *Crippen v. Chappel*, 35 Kan. 495. But where an attempt has been made to extend this doctrine beyond payments to protect actual interests of the third party, or payments at the express request of the debtor, many courts have stumbled over the maxim that "equity does not protect a volunteer." Thus where a third party paid a mortgage, erroneously supposing himself to be the owner of the land, restitution was refused. *Wadsworth v. Blake*, 43 Minn.